

CFW 2008116413  
Bk 03686 Pgs 0754 - 7581 (5pgs)  
DATE: 10/06/2008 01:11:02 PM  
NEIL KELLY, CLERK OF COURT  
LAKE COUNTY  
RECORDING FEES 44.00

BOND NO. 929457401

**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS: THAT We,  
EJ Breneman, L.P. (hereinafter called the "Principal"),  
whose principal business address is 1117 Snyder Rd, W Lawn PA 1909, and whose  
telephone number is 610-678-1913; and  
Western Surety Company (hereinafter called the "Surety"),  
whose principal address is CNA Plaza, Chicago IL 606, and whose telephone number is  
215-448-3362, a surety insurer chartered and existing under the laws of the State of  
South Dakota and authorized to do business in the State of Florida, are held and firmly  
bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter  
called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and  
whose principal telephone number is (352) 483-9000, in the sum of  
Seven Hundred Twenty Six Thousand, Two Hundred Fifty Three & 20/100  
(\$ 726,253.20--) for payment of which we bond ourselves, our heirs, our personal  
representatives, our successors and our assignees, jointly and severally.

WHEREAS, Principal has entered into a contract with Obligee for BID No. 08-0004 ON CALL 08-0030 Cold in Place Recycled Pavement CR 466A  
~~CONTINUING CONTRACT FOR ROAD RESURFACING~~ in accordance with drawings and  
specifications, which contract is incorporated by reference and made a part hereof, and is  
referred to as the Contract.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the Contract at the times and in the manner prescribed in the Contract; and
2. Pays Obligee any and all losses, damages, costs and attorneys' fees that Obligee sustains because of any default by Principal under the Contract, including, but not limited to, all delay damages, whether liquidated or actual, incurred by Obligee; and
3. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract; and
4. Promptly make all payments to all persons defined in s. 713.01 whose claims derive directly or indirectly from the prosecution of the work provided for in the Contract;

then this bond is void; otherwise it remains in full force.

Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the Contract or the changes do not affect Surety's obligation under this bond.

The Surety, for value received, hereby stipulates and agrees that no changes, extensions of time, alterations or additions to the terms of the Contract or other work to be performed hereunder, or the specifications referred to therein shall in anyway affect its obligation under this bond, and it does hereby waive notice of any such changes, extensions of

time, alterations or additions to the terms of the Contract or to work or to the specifications.

. This instrument shall be construed in all respects as a common law bond. It is expressly understood the time provisions and statute of limitation under Section 255.05 Florida Statutes, shall not apply to this bond.

In no event shall the Surety be liable in the aggregate to Obligee for more than the penal sum of this Performance Bond regardless of the number of suits that may be filed by Obligee. By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument this 19th day of September, 2008, the name of each party being affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Signed, sealed and delivered  
in the presence of:

PRINCIPAL:

EJ Breneman, L.P.

BY: DeMartino Co., LLC, General Partner

By: [Signature]  
(Authorized Signature)

[Signature]  
Witness as to Principal Jarmila Williams  
Estimator

[Signature]  
Witness as to Principal  
Jonathan Arsenault, Estimator

John M. DeMartino

(Printed Name)

President

(Title)

1117 Snyder Road

West Lawn, PA 19609

(Business Address)

STATE OF Pennsylvania

COUNTY OF Berks

The forgoing instrument was acknowledged before me this 19th day of September 2008  
by John M. DeMartino

of E.J. Breneman, L.P., a partner

Corporation, on behalf of the  
limited partnership  
He/She is personally known to me or has produced Florida Drivers License as  
identification and who did (did not) take an oath.

NOTARY: [Signature]

Print Name: Rebecca A. Steltz

COMMISSION NUMBER: 10-25-09

My commission expires: 10-25-09

BOND NO.                     

SURETY:                     

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL  
REBECCA A. STELTZ, Notary Public  
Wyomissing Boro., Berks County  
My Commission Expires October 25, 2009

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Michele A. Borelli  
Witness as to Surety  
Michele A. Borelli

\_\_\_\_\_  
Witness as to Surety

Western Surety Company  
By: Kelli Prince Miller  
(Authorized Signature) Attorney-in-Fact

Kelli Prince Miller  
(Printed Name)  
Attorney-in-Fact  
(Title)  
CNA Plaza  
Chicago, IL 60685  
(Business Address)

OR

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
As Attorney In Fact (Attach Power of Attorney)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_\_ of  
by \_\_\_\_\_, a \_\_\_\_\_ Corporation, on behalf of the Corporation.  
He/She is personally known to me or has produced Florida Driver's License as identification and  
who did (did not) take an oath.

NOTARY: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
COMMISSION NUMBER: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelli Prince Miller, Timothy E Koenig, Jon K Miles, Anthony Garro, Ellen Hafer, Sandra L Readinger, Michael S Malinowski, Individually**

of Wyomissing, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of August, 2008.

WESTERN SURETY COMPANY



*Paul T. Bruflat*

Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 19th day of August, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of September, 2008.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

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of the original document.



BOND NO. 929457401

**PAYMENT BOND**

BY THIS BOND, We, EJ Breneman, L.P. (hereinafter called the "Principal"), whose principal business address is 1117 Snyder Rd, W Lawn PA 1938 and whose telephone number is 610-678-1913; and Western Surety Company (hereinafter called the "Surety"), whose principal address is CNA Plaza, Chicago, IL 606, and whose telephone number is 215-448-3362, a surety insurer chartered and existing under the laws of the State of South Dakota and authorized to do business in the State of Florida, are held and firmly bound unto Lake County Board of County Commissioners, Lake County, Florida (hereinafter called the "Obligee"), whose principal address is P.O. Box 7800, Tavares, Florida 32778, and whose principal telephone number is (352) 483-9000, in the sum of Seven Hundred Twenty Six Thousand, Two Hundred Fifty Three & 20/100 (\$ 726,253.20--) for payment of which we bond ourselves, our heirs, our personal representatives, our successors and our assignees, jointly and severally.

\*08-0030 *gm* Cold in Place Recycled Pavement for CR 466.

WHEREAS, Principal and Obligee have reached a mutual agreement (hereinafter referred to as the "Contract") for BID No. 08-0004, ON CALL CONTINUING CONTRACT FOR ROAD RESURFACING said Contract being made a part of this Bond by this reference.

NOW, THEREFORE, THE CONDITION OF THIS BOND IS THAT IF THE PRINCIPAL:

1. Shall promptly make payments to all claimants as defined in section 255.05(1), Florida Statutes, supplying the Principal with labor, materials or supplies, as used directly or indirectly by the Principal in the prosecution of the work provided for in the Contract; and
2. Shall pay the Obligee for all losses, damages, expenses, costs and attorneys' fees, including those resulting from appellate proceedings, that the Obligee sustains because of a default by the Principal in contravention to the Contract in regard to payment for such labor, materials, or supplies furnished to the Principal;

then this bond is void; otherwise this Bond remains in full force and effect.

BE IT FURTHER KNOWN:

1. Any changes in or under the Contract and compliance or noncompliance with any formalities connected with the said Contract or alterations which may be made in the terms of the said Contract, or in the work to be done under it, or the giving by the Obligee of any extension of time for the performance of the said Contract, or any other forbearance on the part of the Obligee or Principal to the other, shall not in any way release the Principal and the Surety, or either of them, their heirs, personal representatives, successors or assigns from liability hereunder, notice to the Surety of any such changes, alterations, extensions or forbearance being hereby waived.

BOND NO. 929457401

2. Certain claimants seeking the protection of this Bond must timely comply with the strict requirements set forth in Section 255.05, Florida Statutes, and as otherwise provided by law.

3. The Provisions of this bond are subject to the limitations of Section 255.05(2).

By execution of this bond, the Surety acknowledges that it has read the Surety qualifications and obligations imposed by the construction contract and hereby satisfies those conditions.

THIS BOND DATED THE 19th DAY OF September 2008 (the date of issue by the Surety or by the Surety's agent and the date of such agent's power-of-attorney).

Signed, sealed and delivered in the presence of:

PRINCIPAL:

Jarmila Williams  
Witness as to Principal Jarmila Williams  
Estimator

Jonathan Arsenault  
Witness as to Principal  
Jonathan Arsenault, Estimator

EJ Breneman, L.P.  
BY: DeMartino Co., LLC, General Partner  
By: [Signature]  
(Authorized Signature)

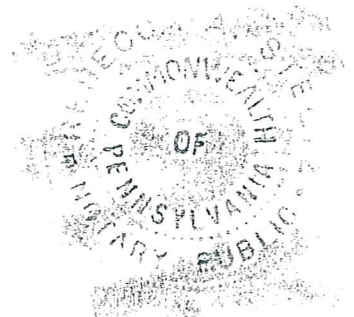
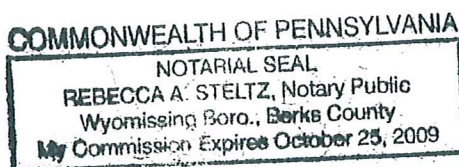
John M. Demartino  
(Printed Name)  
President  
(Title)  
1117 Snyder Road  
West Lawn, PA 19609  
(Business Address)

STATE OF Pennsylvania

COUNTY OF Berks

The foregoing instrument was acknowledged before me this 19th day of September 2008 by John M. DeMartino, a partner of E.J. Breneman, L.P., a limited partnership Corporation, on behalf of the limited partnership Corporation. He/She is personally known to me or has produced Florida Driver's License Identification and who did (did not) take oath.

NOTARY: [Signature]  
Print Name: Rebecca A. Steltz  
COMMISSION NUMBER: 10-25-09  
My commission expires: 10-25-09



BOND NO. 929457401  
SURETY: Western Surety Company

Michele A. Borelli

Witness as to Surety  
Michele A. Borelli

\_\_\_\_\_  
Witness as to Surety

By: Kelli Prince Miller  
(Authorized Signature)

Kelli Prince Miller

(Printed Name)

Attorney-in-Fact

(Title)

CNA Plaza

Chicago, IL 60685

\_\_\_\_\_  
(Business Address)

OR

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
Witness as Attorney In Fact

\_\_\_\_\_  
As Attorney In Fact (Attach Power of Attorney)

\_\_\_\_\_  
(Printed Name)

\_\_\_\_\_  
(Business Address)

\_\_\_\_\_  
(Telephone Number)



# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Kelli Prince Miller, Timothy E Koenig, Jon K Miles, Anthony Garro, Ellen Hafer, Sandra L Readinger, Michael S Malinowski, Individually**

of Wyomissing, PA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 19th day of August, 2008.



WESTERN SURETY COMPANY

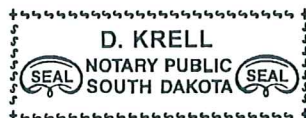
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 19th day of August, 2008, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 19th day of September, 2008.

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is equivalent to the quality  
of the original document.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary



**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.